

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, County and City desire to construct a frontage road on the south side of US-54 between 119<sup>th</sup> Street West and 135<sup>th</sup> Street West; and

WHEREAS, City desires to have County construct the said improvements;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the construction and financing of street improvement work by the County on a frontage road that lies partially within the corporate limits of the City and partially within the unincorporated area of the County.
2. The Improvements shall be financed in the following manner:
  - A. City agrees to contract for design of the project and shall receive credit from County for said design costs against City's share of the total project cost.
  - B. County agrees to acquire and to pay for the cost of right of way as required in the Northwest Quarter of Section 36, Township 27 South, Range 2 West and shall receive credit from City for said costs (or fair market value based on appraisal) against County's share of the total project cost.
  - C. City agrees to acquire and to pay for the cost of right of way as required in the Northeast Quarter of Section 36, Township 27 South, Range 2 West and shall receive credit from County for said costs (or fair market value based on appraisal) against City's share of the total project cost.
  - D. The Kansas Department of Transportation (KDOT) will provide funding for 67% of the total eligible cost of construction not to exceed \$2,010,000.

- E. The City and County agree that each will pay 16.5% of the eligible construction costs up to \$445,000 each and that they will equally share any project costs that are not eligible for KDOT funding or that exceed a total of \$3,000,000.
3. The County shall have final authority in regard to the bidding, contracting and administration of the project; and County shall be responsible for all legal and engineering matters concerning the Improvements.
4. City shall accept the Improvements within the City limits by permitting the same to be open to public travel and, upon such opening; City shall thereafter assume all liability for maintenance and repair. The agreement of City for maintenance and repair of the improvements shall survive the termination of this Agreement.
5. To the extent permitted by law, County does hereby release, discharge, indemnify and hold harmless the City, its agents, servants and employees, from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions in the design of the project. To the extent permitted by law, City does hereby release, discharge, indemnify and hold harmless the County, its agents, servants and employees, from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions resulting from the construction means and methods used in the construction of the project. These releases and indemnities shall survive the termination of this agreement.
6. The duration of this Agreement is until the completion of the Improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
DAVID M. UNRUH  
Chairman, First District

\_\_\_\_\_  
CARLOS MAYANS  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
DON BRACE,  
County Clerk

\_\_\_\_\_  
KAREN SUBLETT  
City Clerk

APPROVED AS TO FORM:

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ROBERT W. PARNACOTT,  
Assistant County Counselor

  
GARY E. REBENSTORF  
City Attorney